

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: BARRY PORTNOY	BANKRUPTCY CASE NO. 14-16081 CHAPTER 7
ROBERT H. HOLBER, as Chapter 7 Trustee of the Estate of Barry Portnoy, Plaintiff vs. BARRY PORTNOY, et al. Defendants	ADVERSARY NO. 16-00248-mdc (LEAD CASE)
REPUBLIC FIRST BANK d/b/a REPUBLIC BANK, Plaintiff, vs. BARRY PORTNOY, Defendant	ADVERSARY NO. 15-00037-mdc
ROBERT H. HOLBER, as Chapter 7 Trustee of the Estate of Barry Portnoy, and REPUBLIC FIRST BANK d/b/a REPUBLIC BANK Plaintiffs v. ALTCHEM ENVIRONMENTAL SERVICES, INC., et al., Defendants	ADVERSARY NO. 16-00409-mdc

STIPULATION, AND ORDER

THIS STIPULATION is entered into this 30th day of April, 2018 by and between **Barry Portnoy (“Portnoy”)**, Debtor in the above-captioned bankruptcy proceedings, and **Robert H. Holber, Chapter 7 Trustee of the Estate of Barry Portnoy (the “Chapter 7 Trustee”)**.

Portnoy and the Chapter 7 Trustee are each referred to herein as a “Party” and are collectively referred to as the “Parties”.

WHEREAS, Portnoy and Aegis Capital Corp. (“Aegis”) entered into that certain Confidential Settlement Agreement and Release, dated January 8, 2016 (the “Aegis Settlement Agreement”);

WHEREAS, pursuant to the Aegis Settlement Agreement, Aegis is obligated to pay the sum of \$305,000.00 (the “Settlement Amount”) in full and final settlement of a FINRA Arbitration, entitled Barry Portnoy, Individually and on behalf of his IRA v. Aegis Capital Corp., FINRA No. 14-02584;

WHEREAS, Aegis presently holds the Settlement Amount;

WHEREAS, pursuant to the Aegis Settlement Agreement, Aegis is required to pay the Settlement Amount, upon receipt of an Order of this Court or notice that this Court does not hold jurisdiction over this matter, as follows:

- (i) \$70,922.19 to Sheppard Smith Edwards and Kantas, LLP as and for the payment of attorneys’ fees and case expenses; and
- (ii) \$234,077.81 by wire transfer to Portnoy’s SEP-IRA Account, solely as a return of the unauthorized transfer (as defined in the Aegis Settlement Agreement) from the Barry Portnoy SEP-IRA Account, together with statutory interest.

WHEREAS, Portnoy and the Chapter 7 Trustee are reasonably concerned about the security of the Settlement Amount maintained in Aegis’ possession and, solely for the protection

and security of the Settlement Amount, agree that the Settlement Amount should be transferred from Aegis' control to Braverman Kaskey's IOLTA Account.

NOW, THEREFORE, Portnoy and the Chapter 7 Trustee, for good and valuable consideration and intending to be legally bound hereby, **STIPULATE AND AGREE** as follows:

1. The foregoing background shall be and hereby is incorporated by reference as if fully set forth at length herein;
2. For purposes of this Stipulation, only, the Bankruptcy Court has jurisdiction over the Settlement Amount;
3. Aegis is directed to and shall wire, pursuant to wire instructions provided by Braverman Kaskey, the entire Settlement Amount (\$305,000.00), together with statutory interest thereon, to the Braverman Kaskey IOLTA Account;
4. Once received in the Braverman Kaskey IOLTA Account, the Settlement Amount shall be retained therein by Braverman Kaskey until further Order of the Court;
5. Nothing contained herein is intended to prejudice any of the Parties' claims of entitlement to the Settlement Amount nor alter the character of the Settlement Amount for tax purposes under federal, state or local law;
6. Nothing contained shall prejudice any Parties' rights or claims to the Settlement

Amount, which rights and claims shall be preserved pending further Order of this Court.

Respectfully submitted,

BRAVERMAN KASKEY

BY: /s/ David L. Braverman
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GELLERT SCALI BUSENKELL & BROWN, LLC

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Attorneys for Robert H. Holber, Chapter 7 Trustee

So Ordered, this _____ day of _____, 2018

BY THE COURT:

Coleman, Bankruptcy Judge